

[Owner]

City of Junction City
P.O. Box 250
Junction City, OR 97448

CONSENT TO ANNEX AGREEMENT

AND: _____, (Owners)

RECITALS

- [INSERT LEGAL DESCRIPTION FOR PROPERTY]

2. The parties acknowledge that execution of this Agreement is a prerequisite to the provision of City Sewer and Water Service to the Property.
3. Owners acknowledge that City will terminate all sewer and water services to Property if this Consent to Annex Agreement is not signed and recorded with Lane County Deeds and Records, and a copy of the recorded document is not filed with City within _____ days after final City approval of Owners' extraterritorial connection application, submitted pursuant to JCMC 17.165.180.

AGREEMENT

- Section 1. Annexation. Owners agree to apply for annexation into the corporate limits of the City within 60 days of the date that Property is brought into the City's urban growth boundary and Owners hereby consent to annexation of Property by the City of Junction City into the corporate limits of the City, if annexation is otherwise initiated by City. The Waiver of Expiration of this Consent to Annexation, signed by Owners, is attached as Exhibit A to this Agreement. Owners further agree that any and all wells and septic systems located on Property shall be abandoned and decommissioned as required by the City Code and all applicable state and county laws, prior to Property's annexation into the City's corporate limits.
- Section 2. Remonstrance. In the event the type of annexation used involves the right to remonstrate, this Agreement constitutes a waiver of the right to remonstrate and a remonstrance by anyone having an interest in Property shall be void.
- Section 3. Application Fees and Expenses. Owners agree to pay reasonable and customary future expenses related to annexation of Property to City, including all reasonable and customary administrative costs and the payment of the reasonable and customary application filing fees, if so stipulated by City at the time of annexation.
- Section 4. Annexation Election. In the event the type of annexation used involves a vote, this Agreement constitutes a waiver of the right to vote on the annexation by a person in possession or ownership of Property who is qualified to vote on the annexation. Further, those persons shall be counted as a yes vote on the annexation.
- Section 5. Indemnification. Owners shall forever indemnify and hold harmless City and at City's election defend City from and against any and all claims, losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected to the provision of City sewer and water services to Property and any further connections of sewer, water, or other City services to Property. In the event of any litigation or proceeding brought against City and arising out of or in any way connected with any of the above events or claims, against which the Owners agree to defend City, Owners shall, upon notice from City, vigorously resist and defend such actions or proceedings in consultation with City through legal counsel reasonably and satisfactory to City.
- Section 6. Default. If Owners or any of their agents, successors or assigns fail to comply with the requirements of this Agreement, City may terminate sewer and water service to Property, or install all requested City utility connections to Property.

Section 7. Warranty. Owners warrant that they are:

- A. The sole owners of Property;
- B. Property is not in violation of or subject to any existing, pending, or threatened investigations by any governmental authority; and
- C. To the best of Owners' knowledge, no hazardous substance has ever been manufactured, produced, stored, released, discharged or disposed of on, under, or above Property in violation of any environmental law.

Section 8. Recordation. The covenants and restrictions contained herein touch and concern, and relate to the use of Property, and are intended by the parties to run with the land. Owners shall therefore record this document in the Deeds and Records of Lane County, Oregon, to serve as notice to any future owners or occupants of Property of the terms and conditions of this Agreement.

Section 9. Binding Effect. The terms of this Agreement shall extend to and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

Section 10. Attorney Fees and Costs. If suit, action or arbitration is brought either directly or indirectly to enforce the terms of this Agreement, the prevailing party shall be entitled to and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, both at trial and on appeal, as well as the prevailing party's costs and disbursements. Further, if it becomes necessary for City to contract for the services of an attorney to enforce any provision of this Agreement without initiating litigation, Owners agree to pay City's attorney fees so incurred.

Section 11. Waiver. Failure of City at any time to require performance of any provisions in this Agreement shall not limit City's right to enforce the provision nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

Section 12. Severability. The validity, meaning, enforceability, and effect of the Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Oregon. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract

did not contain the particular part, term or clause held to be unenforceable.

CITY:

[Printed Name], [Position Title] Date:_____

STATE OF OREGON)
) ss.
County of Lane)

 This instrument was acknowledged before me on this _ day of _____
_____, 2012, by _____, City _____ of the
CITY OF JUNCTION CITY.

Notary Public for Oregon

OWNERS:

[Owner's Name] Date:_____

[Owner's Name] Date:_____

STATE OF OREGON)
) ss.
County of Lane)

 This instrument was acknowledged before me on this _ day of _____
_____, 2012, by _____, OWNERS.

Notary Public for Oregon